

Please print, complete and return pages 1 and 2 either in person or by postal mail. The Formosa Lions may accept a scan sent by email but only for events with **no alcohol**. We have no online payment methods. See www.formosalions.ca

This contract may be used for events with **no alcohol** and also for events with **alcohol in the pavilion** provided alcohol is **not sold**. If Alcohol will be present in the pavilion then you will need a **"No-Sale" Special Occasion Permit for a Private Event** from the LCBO as well as **Insurance**. You will also need to comply with the **Municipal Alcohol Policy**.

You must not sell alcohol in the pavilion or the park.

You must not make a profit from the sale of alcohol.

You must not advertise the event to the general public.

If you do intend to do any of the above then **this contract does not apply**. The event may still be possible, but if so then the Formosa Lions will make special arrangements. The Formosa Lions reserve the right to refuse the event.

Lions Park Rental Contract "The Contract". Between the Formosa Lions/Lionesses (The Lessor) and:

Section 1: The Lessee's details.

Lessee's Name: _____ Home phone number: _____

Contact Person (if different) _____ Contact phone number: _____

Email address: _____ Other (or cell) phone number: _____

Full postal address: _____

Section 2: Details of the event.

What is the **type of event**? E.g. Reunion, Business Meeting, Wedding Reception, etc _____

How many people are expected to attend this event? Please give an estimate if necessary. _____

Please give or estimate the **number of trailers** _____ and/or **tents** _____ that will be present at this event, if any.

Will **you** and **only invited guests** be attending this event? Yes/No _____

Will **alcohol be present in the pavilion** at any time during this event? Yes/No _____

For events **with alcohol**, will **persons under 19 years of age** be present? Yes/No/Not Applicable _____

Will **food be served** at this event? Yes/No _____ Will you be hiring **catering services or food vendors**? Yes/No _____

Will **you** and/or **only invited guests** be preparing food to be served at this event? Yes/No/Not Applicable _____

Please give details below of any **food vendors or catering services** that will be present at this event or will be preparing food to be delivered to this event. See condition 7 on page 3.

The Formosa Lions will contact you if any clarification of Section 2 is needed.

If you have any questions please see the contact details on page 5.

Section 3: The Date(s) of the event.

Please give all individual dates below, even if consecutive, in **year/month/day** format, for each day you require a full park booking, whether campers are staying overnight or not. The park will be available from 11AM on your first day booked. Please complete a **separate contract for each event** if you are booking more than one event.

Section 4: The cost of the event.

To reserve your date(s) please include a non-refundable deposit of **\$65**. Cheques should be payable to **Formosa Lions**. **We will not accept post-dated cheques.** If you have already paid your deposit please write "Deposit already paid" at the bottom of the contract. You can pay the balance of \$120 (+ \$185 per day for additional days) at the time of your event.

Section 5: SOCAN and RE-SOUND Fees.

If **music will be provided** at your event then a Socan and Re-sound fee is applicable. This is in addition to any fees charged by anyone who provides music at your event and also applies to recorded music. Please indicate the amount paid for the following fees and indicate whether you will send these fees directly to the Municipality of South Bruce. Please be sure to give details of **your name, the date(s) of your event and the fees you are paying** when sending fees directly to the municipality. The Formosa Lions will be happy to forward your fees if you wish. These amounts include tax.

Will you send or have you sent these fees **directly to the Municipality of South Bruce?** Yes/No/Not Applicable_____

SOCAN Fee \$71.74 RE-SOUND Fee \$30.09 (Total \$101.83) Total paid \$_____

See www.socan.ca and www.resound.ca For events in the Formosa Lions Park, you **do not** have to download and complete forms from those sites if the above fees are paid either via the Formosa Lions or directly to the municipality.

Section 6: The morning after your event.

If there is an event in the park on the day following your event then please vacate the kitchen/bar by 9AM and please make sure that all your guests have vacated the park by 11AM. If any of the **tables in the pavilion** were moved, please make sure that they are **returned to their original positions**. You agree to pay **additional charges** if tables are not moved back to their original positions.

Section 7: The following year.

If you are expecting to have the same event in the park the following year then please provide us with a separate **written statement** (not email) giving all individual dates, even if consecutive, in **year/month/day** format, when you want to rebook the park. You can do this now or you can deliver it to us at the time of your event or you can send it by post separately to arrive **no later than one week after your current event**. Otherwise the park may be offered to another Lessee on the same date the following year. If you wish to pay your deposit by cheque when rebooking then please note that **we will not accept post-dated cheques**.

Section 8: Signature.

Please print and sign copies of the contract as needed. Please see the additional information on page 4 which explains the required documents and where to send them. If there will be **no alcohol in the pavilion** at your event then you need only send a signed copy of the contract to the Formosa Lions. Please print and sign your own copy if you wish.

Before signing please be sure that you understand that if you have answered **Yes** to the question in Section 2 "Will **alcohol be present** in the **pavilion** at any time during this event" then you need a **no-sale special occasion** permit for a **private event** in the pavilion. You must purchase the alcohol in advance under the special occasion permit. You must comply with the **municipal alcohol policy**. You must have **bartenders to serve the alcohol**. You also need **insurance**. In case of **any other alcohol related questions** please contact the municipality or the LCBO not the Formosa Lions.

Campers who have alcohol in their camp sites must not carry alcohol out of their camp sites. Campers and/or other guests must not carry personal alcohol into the pavilion at any time, even if you have licenced the pavilion.

You CANNOT licence the pavilion for campers and/or other guests to carry personal alcohol into the pavilion.

By signing the contract you agree to rent the facilities. You further agree that you have read, understood, complied with and agreed to all pages of the contract, the conditions of the contract, the municipal alcohol policy, rules, regulations and requirements. It is understood that the Lessee shall be personally responsible for the proper performance of the contract and shall be personally responsible for compliance with all conditions of the contract and ALL legislation applicable to the event described in the contract.

Signature of the Lessee: _____ Date: _____

CONDITIONS OF THE CONTRACT for the rental of the Formosa Lions Park.

Condition 1. Insurance: The Municipality of South Bruce requires a minimum of **\$5,000,000.00 (Five million dollars) Lessee Liability Insurance for all events which have alcohol on Municipal property (in this case the Pavilion in the Formosa Lions Park), in accordance with the Municipal Alcohol Policy.** All events requiring a no-sale Special Occasion Permit from the LCBO **must** be covered by 3rd party liability insurance. You must obtain this insurance yourself. Your home insurance company may be able to provide it or they will assist you with obtaining it. **The Formosa Lions and the Municipality of South Bruce must be named as additional insured on the policy.** A copy of the insurance certificate and/or a letter confirming coverage is required by **both** the Formosa Lions and the Municipality of South Bruce no later than two weeks before the event.

Condition 2. Special Occasion Permit (Liquor Licence): No alcoholic beverages shall be brought into or consumed in the pavilion unless under LCBO permit and in accordance with the LCBO regulations and the Municipal Alcohol Policy. When alcohol is present then the Special Occasion Permit and the purchase, delivery and return of all alcohol are the responsibility of the lessee. **Only the liquor, wine and beer purchased under the licence shall be served on the Pavilion premises.**

Condition 3. The Municipal Alcohol Policy: For events **with alcohol in the pavilion** you must read and understand the Municipal Alcohol Policy and comply with all terms and conditions set out in the policy.

See: <http://www.town.southbruce.on.ca/content/government/departments/recreation/facilities-rental/south-bruce-municipal-alcohol-policy-final.pdf>

Condition 4. The Formosa Lions Alcohol Policy: For events **with alcohol in the pavilion** the Formosa Lions **do not permit alcohol to be sold**, either to invited guests or to the general public. When **alcohol** is present in the pavilion you must have a **“No-Sale” Special Occasion Permit for a private event in the pavilion, not the entire park**, from the LCBO. See <https://www.agco.ca/alcohol/application-process-private-event>

The Special Occasion Permit for the pavilion is not hard to obtain and is not expensive. We have many such licenced events each year. Please contact the Mildmay LCBO (519-367-5608) if you need further advice as the park is located within the Municipality of South Bruce, Carrick side. As of 1st April 2018 you must apply for your Special Occasion Permit online. Patrons are advised to apply at least 30 days before their event.

You **must hire at least one** member of the Formosa Lions as a bartender. The Formosa Lions reserve the right to require that **all** bartenders are Formosa Lions members. We can provide a list of potential bartenders on request. The Lessee is responsible for making arrangements with bartenders. Formosa Lions Bartenders will charge \$18 per hour. **All bartenders must have smart serve certificates available for inspection at the event.**

You must attach your original Special Occasion Permit and Insurance Policy to the pinboard in the bar in pavilion before any alcohol is served.

No-one shall bring alcohol into the pavilion unless it was purchased by the lessee under the Special Occasion Permit. Personal alcohol must not be brought into the pavilion under any circumstances. Campers or other guests must not carry personal alcohol into the pavilion. Alcohol served in the pavilion must not be carried out of the designated pavilion and washroom area during the event. The boundary is clearly marked.

The Formosa Lions reserve the right **to close the bar and/or vacate the premises** at any time, should the **conditions of the contract be violated.**

We cannot release keys to the pavilion for an event with alcohol if the necessary documents have not been received by both the Formosa Lions and the Municipality of South Bruce. See the additional information on page 4.

Condition 5. “NO Minors” Events: The Municipality of South Bruce and the Formosa Lions reserve the right to designate any event held in the park as a **“NO Minors”** event. Where persons under the age of 19 are permitted (E.g. Wedding reception) they are not to be served and are not to consume any alcoholic beverages.

Condition 6. Security: The Formosa Lions reserve the right to require a security presence at your event.

Condition 7. Food and catering: Any catering services and/or food vendors hired by the lessee must comply with the Grey Bruce Public Health Special Event requirements.

<https://www.publichealthgreybruce.on.ca/Your-Environment/Food-Safety/Public-Events/Special-Event-Application>

If this is a **private event** with **personally invited guests** then the lessee does **not** need to complete a special event application.

Condition 8. Inspection: The Formosa Lions reserve the right to make a discreet inspection during **any** event in the park or the pavilion to make sure that all relevant conditions are complied with. Other organizations or authorities such as the LCBO or the Municipality of South Bruce may make inspections of events under their own rules if they wish to do so.

Condition 9. Property damages: The lessee shall be responsible for any lost/stolen property and/or any damages done to the rented facility during the event.

Condition 10. Lost or Stolen Articles: The Formosa Lions Club and/or the Municipality of South Bruce shall **NOT** be responsible for any items or articles that the Lessee, guests or patrons may bring into the park or the pavilion or leave therein at any time.

Condition 11. Set up/Decoration: If there is no other rental or use of the facility the day before the event, the lessee may set up or decorate the day before the event from 11AM. Sometimes access may be available when there is no event in the days leading up to your event. Please contact us.

Condition 12. Smoking: Smoking is not permitted in the pavilion. Smoking is also not permitted within 20 metres of the adjacent playground area.

Condition 13. The law: Nothing shall be permitted to be done or displayed in the park, the pavilion or any part of the premises which is contrary to the Criminal Code of Canada or any Provincial or Municipal Act, By-Law or Regulation.

Condition 14. Liability: The Formosa Lions Club and/or the Municipality of South Bruce shall **NOT** be responsible or liable for any injuries, accidents or loss of property to the lessee or to other persons.

Condition 15. Access: All exits must be kept free from obstruction at all times. The park gates to Council Rd **must not** be closed or obstructed at any time.

Condition 16. Shutting Down: The serving of all alcoholic beverages and any amplified music **MUST** be shut down at 1:00 AM sharp. All persons must be vacated from the pavilion by 2:00 AM along with all lessee's property.

Condition 17. Cleaning up: The lessee shall be responsible for the cleanup of the kitchens, bar and public area of the pavilion as well as the removal of all garbage and clearing off all tables. If **tables were removed** from the pavilion they **must be put back**. The lessee will receive an invoice for extra cleaning charges if extra cleanup is necessary.

Condition 18. Cancellation: The contract may be cancelled by either party with 30 days written notice. In the event that either party is unable to meet the terms of the contract because of natural disasters or other causes beyond their control, neither party will be liable, and both will make the best efforts to agree on how to proceed.

Additional information to assist patrons with preparing and delivering the required documents.

For events where there will be **no alcohol** in the pavilion you need only send the completed signed contract (Document 1) to the Formosa Lions. In this case it is not necessary to send any documents to the Municipality of South Bruce.

Document 1: A completed and signed copy of the contract.

Document 2: A completed **Appendix B** of the Municipal Alcohol Policy. **Only for events with alcohol in the pavilion.** See <http://www.town.southbruce.on.ca/content/government/departments/recreation/facilities-rental/south-bruce-municipal-alcohol-policy-final.pdf>

Document 3: Your **no-sale Private Event Special Occasion Permit**. **Only for events with alcohol in the pavilion.**

Document 4: Your **Insurance Policy** (or a letter confirming coverage). **Only for events with alcohol in the pavilion.**

This paragraph applies only to events **with alcohol in the pavilion**. **The lessee is responsible** for the delivery (by post or in person) of **copies** of the above documents **1, 2, 3 and 4** directly to **both** the Municipality of South Bruce and the Formosa Lions **as soon as possible**. (Not necessarily all at the same time, send each as soon as you have it completed.) It is in your own interests to provide this information **as soon as possible** and to do **follow up checks** to make sure that all documents have been received. Documents 1 and 2 should be delivered at least **60 days** before your event. Documents 3 and 4 should be delivered as soon as they are available and preferably not later than **two weeks** before the event. Please be sure that your name, the date(s) of the event and the contact details on these documents match. If there is a reason why you can't obtain these documents within two weeks of the event then please talk to us about what has

happened and when the documents will be available. Do not request that the Formosa Lions forward documents for you. We reserve the right to refuse the event, even if all requested documents are delivered and received.

Contact addresses.

Formosa Lions.

c/o Peter Evans.

2 Convent St BX82

Formosa, ON N0G 1W0

Phone 519-367-3492

Email: peter@formosalions.ca

www.formosalions.ca

Municipality of South Bruce.

21 Gordon Street,

Teeswater, ON N0G 2S0

Phone: 519-392-6623 Fax: 519-392-6266

www.town.southbruce.on.ca

Mildmay LCBO.

1024 Highway #9 Box 219

Mildmay ON N0G 2J0

Phone: 519-367-5608 Fax: 519-367-3112

Additional contact addresses for events with alcohol in the pavilion can be found on the last few pages of the municipal alcohol policy:

<http://www.town.southbruce.on.ca/content/government/departments/recreation/facilities-rental/south-bruce-municipal-alcohol-policy-final.pdf>

Or use a search engine to find: south bruce municipal alcohol policy